

1 SHARON DOUGLASS MAYO - State Bar No. 150469
sharon.douglass@aporter.com
2 DANIKA B. VITTI TOE - State Bar No. 235337
danika.vittitoe@aporter.com
3 VIKRAM SOHAL - State Bar No. 240251
vikram.sohal@aporter.com
4 ARNOLD & PORTER LLP
777 South Figueroa Street, 44th Floor
5 Los Angeles, California 90017-5844
Telephone: (213) 243-4000
6 Facsimile: (213) 243-4199
Attorneys for Plaintiffs

E-FILED 05/01/09
JS-6

9
10 UNITED STATES DISTRICT COURT
11
12 CENTRAL DISTRICT OF CALIFORNIA

13 EMI APRIL MUSIC INC., FRANKIE } Case No. CV08-05827 (PSG)
14 CHRISTIAN GAYE, D/B/A FCG }
15 MUSIC, MARVIN GAYE III, D/B/A }
16 MG III MUSIC, NONA MARVISA }
17 GAYE, D/B/A NMG MUSIC, SWELL }
18 SOUNDS MUSIC AND SELDAK }
19 MUSIC CORP., }
20 Plaintiffs, }

[PROPOSED]

CONSENT JUDGMENT
(17 U.S.C. §§101 *et seq.*)

21 v. }
22 INDIA'S GRILL, INC., JASBIR }
23 SINGH AND JASWINDER KAUR, }

Defendants. }

24
25
26
27 WHEREAS, Plaintiffs EMI April Music Inc., Frankie Christian Gaye, d/b/a
28 FCG Music, Marvin Gaye III, d/b/a MG III Music, Nona Marvisa Gaye, d/b/a NMG

1 Music, Swell Sounds Music and Seldak Music Corp. (“Plaintiffs”) are owners of the
2 copyrights in the musical compositions listed in Schedule A to Plaintiffs’ Complaint
3 filed in this action and members of the American Society of Composers, Authors and
4 Publishers (“ASCAP”); and

5 WHEREAS, Defendants India’s Grill, Inc., Jasbir Singh, and Jaswinder Kaur
6 (“Defendants”) at the times of the infringing acts alleged in the Complaint, did own,
7 control, manage, operate, and maintain a place of business for public entertainment,
8 accommodation, amusement, and refreshment known as Electric Lotus, located at
9 4656 Franklin Avenue, in Los Angeles, in the State of California; and

10 WHEREAS, Without authorization or consent, Defendants, on the dates
11 specified on Schedule A to the Complaint, publicly performed Plaintiffs’ copyrighted
12 musical compositions at Electric Lotus for the entertainment and amusement of the
13 patrons attending said premises in violation of Plaintiffs’ rights under 17 U.S.C. §
14 106(4), as a remedy for which Plaintiffs are entitled to judgment against Defendants
15 for willful copyright infringement; and

16 WHEREAS, the parties have agreed that the Court may enter judgment as
17 provided herein.

18 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND
19 DECREED that:

20 1. (a) Judgment is entered for Plaintiffs and against Defendants on the
21 claims set forth in Plaintiffs’ Complaint in the amount of Sixteen Thousand Dollars
22 (\$16,000.00). Notwithstanding the foregoing, the parties have agreed that this
23 Judgment may be satisfied upon Defendants’ payment of the sum of Thirteen
24 Thousand Dollars (\$13,000.00) (“the Settlement Amount”) as provided in Paragraph
25 2 below.

26 (b) The amount provided for in this Consent Judgment shall be in full
27 settlement of all claims against Defendants arising out of Plaintiffs’ Complaint and all
28 other copyright infringement claims of members of ASCAP against Defendants

1 arising out of the operation of Electric Lotus, during all periods up to and including
2 the date of entry of this Consent Judgment.

3 2. (a) Defendants shall pay the Settlement Amount as follows: (1)
4 \$2,000.00 shall be paid upon the entry of this Consent Judgment and (2) the
5 remaining \$11,000.00 shall be paid in six installments of \$1,833.33. The six
6 installments shall be paid on the first of each month beginning June 1, 2009 and
7 ending November 1, 2009.

8 (b) Defendants shall make the payments provided for above in the
9 form of a certified, cashier's, bank, or corporate business check drawn on a California
10 bank, made payable to "ASCAP," and delivered to Vikram Sohal, Esq., at Arnold &
11 Porter LLP, 777 South Figueroa Street, 44th Floor, Los Angeles, California 90017, or
12 such other person as Plaintiffs' attorneys shall designate to receive such payments.

13 3. Contemporaneously with the execution of this Consent Judgment,
14 Defendants will execute an ASCAP General License Agreement for Electric Lotus
15 for the term commencing January 1, 2009. License fees pursuant to such license
16 agreement for the calendar year 2009 shall be included in the amount to be paid by
17 Defendants as provided in this Consent Judgment. License fees pursuant to such
18 license agreement for periods beginning January 1, 2010, shall be paid by Defendants
19 when due as billed by ASCAP, and Defendants shall otherwise abide by all of the
20 terms and conditions of the license agreement.

21 4. In the event that Defendants fail to make any of the payments provided
22 for in paragraph 2(a), or to pay license fees to ASCAP as provided for in paragraph 3,
23 upon receipt by Defendants of written notice from Plaintiffs or their undersigned
24 attorneys of any such delinquency, Defendants shall have ten (10) calendar days in
25 which to cure such delinquency. If the delinquency is not cured within such ten (10)
26 day period, Defendants shall be obligated to pay the full Judgment amount of Sixteen
27 Thousand Dollars (\$16,000.00), less any payments previously made to Plaintiffs
28 pursuant to paragraph 2 above. Such balance shall be immediately due and payable;

execution to collect such balance may issue forthwith and without any further notice to Defendants; and such balance shall constitute a non-dischargeable debt in the event Defendants file a petition for bankruptcy.

5. Plaintiffs shall be granted all such writs and process as is necessary or proper for the enforcement of this Consent Judgment.

6. Subject to the Court's continuing jurisdiction over the parties for purposes of enforcement of this Consent Judgment, this action is dismissed.

ORDER

IT IS SO ORDERED.

Dated: 04/30/09

PHILIP S. GUTIERREZ
UNITED STATES
DISTRICT JUDGE